

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF OHIO

PHILIP CHARVAT, individually and on behalf
of a class of all persons and entities similarly
situated,

Plaintiffs,

vs.

TOMORROW ENERGY CORP., f/k/a
SPERIAN ENERGY CORP., VESTRA
ENERGY, INC., and SEAN GROVE,

Defendants.

TOMORROW ENERGY CORP., a Nevada
corporation,

Crossclaimant,

vs.

VESTRA ENERGY, INC., a Wyoming
corporation, and SEAN GROVE, an individual,

Cross-Defendants.

§
§ Case No. 2:20-cv-01064-ALM-KAJ

§
§ Chief Judge Algenon L. Marbley

§
§ Magistrate Judge Kimberly A. Jolson

**DECLARATION OF HARRISON BROWN IN SUPPORT OF CROSSCLAIMANT
TOMORROW ENERGY CORP.'S BRIEF REGARDING MOTION TO SEAL BY
CROSS-DEFENDANTS VESTRA ENERGY, INC, AND SEAN GROVE**

1. I, Harrison Brown, am an attorney, licensed in California and the District of Columbia, and admitted to practice in this matter *pro hac vice*. I am one of the attorneys at Blank Rome LLP responsible for handling this matter on behalf of Cross-Defendant Tomorrow Energy Corp. (“Tomorrow Energy”). I make this declaration of my personal knowledge and review of the litigation file, and could and would testify competently thereto.

2. Last year, the prior counsel for Defendants and Cross-Defendants Vestra Energy, Inc. (“Vestra”) and Sean Grove (“Mr. Grove”) (together, “the Vestra Parties”) issued written discovery on behalf of Vestra to Tomorrow Energy which inquired as to the measure of damages asserted by Tomorrow Energy in its crossclaim against the Vestra Parties.

3. Tomorrow Energy timely responded to that written discovery on January 4, 2021, and stated that its damages consisted of its unreimbursed legal fees and costs associated with defending Plaintiff Philip Charvat’s (“Mr. Charvat”) claims against Tomorrow Energy and in prosecuting the crossclaim against the Vestra Parties.

4. On March 1, 2021, Mr. Charvat and Tomorrow Energy filed a stipulation of dismissal of Mr. Charvat’s claims against Tomorrow Energy. The stipulation was entered pursuant to a confidential settlement agreement, the terms of which permitted Tomorrow Energy to “disclose the monetary term [of the agreement] in connection with its cross-claims against the Vestra Parties,” and to disclose no other details about the agreement.¹

5. On March 12, 2021, the new counsel for the Vestra Parties emailed me to request information about Tomorrow Energy’s claimed damages, including the amount of the settlement with Mr. Charvat. Since the Court’s January 18, 2021 deadline to complete discovery had long since passed, I believed that counsel for the Vestra Parties was requesting the information in

¹ I obtained written permission from Mr. Charvat’s counsel to disclose this term.

connection with settlement discussions. Thus, on March 25, 2021, I provided a spreadsheet which included Tomorrow Energy's legal fees, costs, and the amount of Tomorrow Energy's settlement with Mr. Charvat, and designated the spreadsheet as confidential pursuant to the protective order in this case. A true and correct copy of the email chain with the Vestra Parties about this issue is attached hereto as **Exhibit A**.

6. On March 30, 2021, the new counsel for the Vestra Parties informed me that the Vestra Parties planned to file a dispositive motion which included information from the spreadsheet. I promptly responded and inquired as to the nature of the motion and how the spreadsheet would be used. Counsel for the Vestra Parties declined to answer. In a good faith attempt to meet and confer, I sent two additional emails in response thereto. Counsel did not respond. Instead, the Vestra Parties proceeded with their filing. A true and correct copy of the email chain with the Vestra Parties about this issue is attached hereto as **Exhibit B**.

7. I have spent approximately 3.8 hours drafting and preparing this brief and declaration for filing. My hourly rate for this work is \$415.00. Thus, the amount billed to Tomorrow Energy for my services in connection with this brief is \$1,577.00. In addition, my colleague Ana Tagvoryan spent approximately 1.0 hour in connection with this brief, and her hourly rate for this work is \$593.00, for a cost of \$593.00. In total, the amount charged Tomorrow Energy in connection with the preparation of this brief is approximately \$2,170.00.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 5th day of April, 2021, at Los Angeles, California.

By: /s/ Harrison Brown
Harrison Brown